

RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK

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IMPORTANT INFORMATION

The Bodo Archaeological Society (the "BAS") is committed to conducting experience-based learning adventures in a safe manner, and we hold the safety of participants in high regard. We strive to reduce risks and insist that all participants follow safety rules and instructions that are designated to protect participants. Participants, however, must recognize that there is a certain risk of injury when choosing to participate in our activities.

WARNING OF RISK

While the BAS does its utmost to ensure the safety of participants, not all hazards and dangers can be foreseen. Participants must understand that certain risks are outside of human control, such as inclement weather, insect bites, livestock, wild animals, slipping or falling on natural or man-made obstacles on walking tours or at BAS sites, falling from climbing on objects, danger due to driving vehicles or moving vehicles or farm equipment, risks due to consuming food at BAS sites, premises defects and all other circumstances inherent to outdoor settings or recreational activities.

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

In consideration of being permitted to participate in the BAS tour, the undersigned, for themselves, their personal representatives, heirs, and next of kin:

1. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the undersigned's participation in the BAS tour.

2. Hereby releases BAS and waives any claims of any sort, and agrees not to sue the BAS, its employees, representatives, and any persons participating in the BAS tour, herein referred to as "Releasees", from all liability to the undersigned, their personal representatives, heirs, and next of kin for any loss, liability, damage, costs and any claim or demands on account of injury, injury resulting in death or property damage, regardless of cause or severity, related to the undersigned's participation in the BAS tour, whether caused by the negligence of the Releasees or otherwise.

3. Hereby agrees that this Release and Waiver of Liability and Assumption of Risk is intended to be as broad as is permitted by the laws of the Province of Alberta, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I confirm that I am of the full age of majority or, in the alternative, I have indicated that I am the guardian of the minor participant named. If registering via fax or electronically, the signature shall have the same legal effect as an original signature.

Participant's name: _____

Address: _____

Date: _____

Signature: _____

Email/Phone: _____

Complete this section if the participant is under 18:

Legal guardian/relationship: _____

Signature: _____

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PHOTOGRAPH AND VIDEO RELEASE

In consideration of being permitted to participate in the BAS tour, the undersigned, for themselves their personal representatives, heirs, and next of kin:

1. Hereby grants BAS, its employees, agents and representatives, irrevocable permission to publish and use photographs and videos taken of the undersigned during the BAS tour, and further agrees to the association of the undersigned's name with those photographs and videos. These photographs and videos may be used in any manner, including but not limited to printed or online promotional materials and advertisements, use in BAS' website and online social media accounts, and tour booklets.

2. Agrees that by signing this Photograph and Video Release, subject to the usage restrictions above, the undersigned gives up all claim of ownership of the photographs and videos, and assigns copyright to the BAS. Use of the photographs and videos may be granted to third parties by BAS; The photographs and videos will remain the property of the BAS.

☐ I have read this Photograph and Video Release, fully understand its terms, understand that I have given up substantial rights by signing it, and **have signed it freely and voluntarily.**

OR

☐ I have read this Photograph and Video Release, fully understand its terms, and **DO NOT AGREE** to BAS' use of photographs and videos taken of me during the BAS tour, and the use of my name in association with those photographs and videos.

ATLATL PARTICIPATION RELEASE

In an effort to have hands-on learning experiences for all participants, the BAS programs include a demonstration of an atlatl (spear-thrower) with an opportunity for participants use the atlatl themselves. The atlatl darts represent a potential risk, as they are projectiles which have the potential to be harmful if handled incorrectly. Every precaution is taken to prevent harm, including proper demonstration of use, maintaining distance from the thrower, proper handling, and supervised use. Risk associated with the atlatl falls under the above signed WARNING and RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK.

☐ I have read this ATLATL PARTICIPATION RELEASE, fully understand its terms, understand that I accept the risks and agree to the release and waiver of liability and assumption of risk, and **have signed it freely and voluntarily.**

OR

☐ I have read this ATLATL PARTICIPATION RELEASE,, fully understand its terms, and **DO NOT AGREE** to accept the risks and agree to the release and waiver of liability and assumption of risk associated with atlatl participation.

Participant's/Guardian's name: _____

Signature: _____